

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
BROWNFIELD CLEANUP PROGRAM
ECL §27-1401 *et seq.*

In the Matter of a Remedial Program for

**AMENDMENT TO BROWNFIELD SITE
CLEANUP AGREEMENT
Index No. C344070-09-09**

Former Materials Research Corporation

DEC Site No: C344070

Located at: 542 Route 303, Orangeburg, Rockland County, NY 10962
Hereinafter referred to as "Site"

by:

SONY Electronics, Inc

16530 Via Esprillo, San Diego, CA 92127-1804

Hereinafter referred to as "Applicant"

WHEREAS, the Department of Environmental Conservation ("Department") is authorized to administer the Brownfield Cleanup Program ("BCP") set forth in Article 27, Title 14 of the Environmental Conservation Law ("ECL"); and

WHEREAS, the Department and the Applicant seek to amend the existing BCP Agreement for the Site, based on the 2015 changes to the BCP.

NOW, THEREFORE, IN CONSIDERATION OF AND IN EXCHANGE FOR THE MUTUAL COVENANTS AND PROMISES, THE PARTIES AGREE TO THE FOLLOWING:

I. Tax Credit Status & Deadline for receipt of Certificate of Completion (COC)

Based on the fact that the Site did not receive a COC by December 31, 2019, it is hereby subject to the terms of the BCP in effect as of July 1, 2015, including, but not limited to, the tax credit structure and the deadline of March 31, 2026.

With respect to eligible costs incurred under the BCP, this Amendment shall not change the effective date of the Agreement, and otherwise eligible costs incurred from the original effective date of the agreement will still be eligible costs for tax credit purposes.

II. Miscellaneous

A. Except for the modifications set forth herein, the original Agreement shall

remain in full force and effect and the terms thereof and the obligations therein are incorporated herein and shall apply with the same force and effect to the provisions of this Amendment. The terms of the original Agreement, including all exhibits, appendices and subsequent modifications, are not otherwise modified or expanded in any way.

B. The terms herein shall constitute this complete and entire Amendment of the Agreement. No term, condition, understanding or agreement purporting to modify the terms of the Agreement shall be binding unless subscribed to by both parties in accordance with the terms of the Agreement.

C. The effective date of this Amendment is the date it is signed by the Commissioner or the Commissioner's designee.

D. This Amendment may be signed in counterparts.

DATED:

July 1, 2020

THIS BROWNFIELD CLEANUP AGREEMENT
AMENDMENT IS HEREBY APPROVED, Acting by and
Through the Department of Environmental Conservation as
Designee of the Commissioner,

By:



Michael J. Ryan, P.E., Director
Division of Environmental Remediation

California USA DRIVER LICENSE

FEDERAL
LIMITS
APPLY



DL **C2184105**

CLASS C

EXP **03/10/2023**

END NONE

LN MCGOWAN

FN TIMOTHY MICHAEL

2768 VISTAMONTE GLEN
ESCONDIDO, CA 92027

DOB **03/10/1966**

RSTR NONE

DONOR

SEX M

HAIR BLK

EYES GRN

HGT 5'-10"

WGT 190 lb

DD 02/07/201868924/BBFD/23

ISS

02/07/2018

Tim McGowan



AFFIRMATION OF AUTHORIZATION

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

1. I, Megan McCarthy, am Counsel for Sony Electronics Inc. (“Sony”), a foreign corporation doing business in New York.
2. Sony has entered into a Brownfield Cleanup Agreement with the New York State Department of Environmental Conservation (the “Agreement” (Brownfield Cleanup Agreement Index #C344070-09-09)) to address environmental conditions at and/or emanating from the premises at 542 Route 303 in Orangeburg, Rockland County, New York 10962 (the “Property”);
3. The BCA serves to evidence the inclusion of the Property in the Brownfield Cleanup Program set forth in Article 27, Title 14 of the Environmental Conservation Law (the “BCP”).
4. The Agreement was amended with consent by Sony on May 21, 2020 (the “Consent”).
5. The Consent was signed on behalf of Sony by Timothy McGowan, Vice President of Consumer Service for Sony.
6. I, as Counsel for Sony, am authorized to acknowledge and confirm the individual or individuals who are authorized to execute and to deliver for and on behalf of Sony, any and all agreements, resolutions, documents, certificates, easements, and authorizations which may be necessary, convenient or advisable to implement the requirements of the BCP, including but not limited to, the Agreement, and to take such additional actions as deemed desirable and appropriate to carry out the intent and to accomplish the purposes of this Affidavit.
7. I, as Counsel for Sony, hereby affirm that Timothy McGowan is authorized to sign the Agreement on behalf of Sony and to execute and deliver for and on behalf of Sony, any and all agreements, resolutions, documents, certificates, easements, and authorizations which may be necessary, convenient or advisable to implement the requirements of the BCP, including but not limited to, the Agreement, and to take such additional actions as deemed desirable and appropriate to carry out the intent and to accomplish the purposes of this Affidavit.

Under penalties of perjury, I declare that I have read the foregoing Affidavit of Authorization and that the facts stated within are true.

Megan E. McCarthy _____

Megan McCarthy, Esq.
Counsel for Sony Electronics, Inc.

Date: June 26, 2020